IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.R.UDAYABHANU

FRIDAY, THE 27TH JULY 2007 / 5TH SRAVANA 1929

Crl.MC.No. 11088 of 2002()

CC.1263/2000 of CHIEF JUDL.MAGISTRATE, ERNAKULAM
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PETITIONER:

C.V.ANANDAN,
BUSINESS DEVELOPMENT MANAGER, CONMIX INDIA(P) LTD. BOMBAY, HAVING ITS OFFICE AT KANNANTHODATH LANE, EDAPPALLY.

BY ADV. SRI.V.V.ASOKAN
SMT.S.AMINA

RESPONDENTS:
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1. C.I. OF POLICE,
CENTRAL STATION, ERNAKULAM, REPRSENTED BY PUBLIC PROSECUTOR, HIGH COURT OF KERALA.

2. M/S. RASHMI CERAMICS,
X41/427, CHITTOOR ROAD, RAJAJI JUNCTION, ERNAKULAM.

BY ADV. SRI.SHAIJAN C.GEORGE
PUBLIC PROSECUTOR SRI.AMJAD ALI

THIS CRIMINAL MISC. CASE HAVING BEEN FINALLY HEARD ON 27/07/2007, ALONG WITH CRMC NO. 10793 OF 2002 THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

CRL.M.C. NO.11088/2002

ORDER ON CRL.MP. NO.8692/2002 IN CRL.M.C. 11088/2002

DISMISSED

27.07.2007 **SD/- K.R.UDAYABHANU , JUDGE**

/TRUE COPY/

P.S. TO JUDGE

tss

K.R. UDAYABHANU, J.

CRL.M.C.NOS. 10793 & 11088 OF 2002OF

DATED THIS THE 27th July 2007

ORDER

The petitioners are accused 1 and 2 in C.C.No.1263/2002 in the file of the Chief Judicial Magistrate Court, Ernakulam with respect to the offences under Sections 406 and 420 read with Section 34 I.P.C. The private complaint filed by the 2nd respondent was forwarded to the police under Section 156(3) Cr.P.C. It is the case of the petitioners and the de facto complainant that the accused being sales representatives of Conmix India Pvt.Ltd. whose sole distributor is the de facto complainant obtained goods allegedly for supply to certain customers and that the goods were worth more than Rs.30,000/-, but the amount was not paid and on enquiry it was found that the names of the purchasers given are fictious. It is the case of the petitioners that as per Annexure-A agreement executed between Conmix Ltd. and the 2nd respondent vide Clause 3.2 of the agreement, the company is entitled to supply goods directly to the customers and the right of the de facto complainant is only to get commission. It is also pointed out that subsequently Annexure-A agreement has been terminated with effect from 30-9-2001. It is also alleged that amounts were due to Conmix Ltd. from the de facto

complainant and at best the right available to the de facto complainant is to get commission.

It is considered that the dates of the incident are prior to the date of termination of Annexure-A agreement. The petitioners have not produced anything to show that they have obtained the goods from the de facto complainant at the instruction of the company. In the circumstances, I find that this is not a fit case to invoke Section 482 Cr.P.C. If the petitioners are able to obtain the required documents, they may apply or discharge before the court below. The Crl.M.Cs. are dismissed.

K.R.UDAYABHANU, JUDGE

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K.R.UDAYABHANU, J

CRL.M.C.NOS. 10793 &
11088/2002
ORDER

27-7-2007